

Appendix A

Webdam Standard Availability SLA – Gold and Platinum Support Plans

This Service Level Agreement (“SLA”) is subject to and made a part of the attached Agreement (the “Agreement”).

1. **Availability.** Webdam shall the Services available 99.9% of the time, except as provided below. Availability will be calculated per calendar quarter, as follows:

$$\left[\left(\frac{\text{total} - \text{nonexcluded} - \text{excluded}}{\text{total} - \text{excluded}} \right) * 100 \right] \geq 99.9\%$$

Where:

- **total** means the total number of minutes in the calendar quarter;
- **nonexcluded** means downtime that is reported and not excluded; and
- **excluded** means:
 - Any planned downtime (not to exceed 36 hours in any calendar quarter) of which Webdam gives 24 or more hours’ notice in accordance with the Agreement or via a conspicuous on-screen message in the Services. Webdam will use commercially reasonable efforts to schedule all planned downtime during the hours from 6:00 p.m. Friday to 3:00 a.m. Monday, U.S. Pacific Time.
 - Any unavailability caused by circumstances beyond Webdam’s reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Webdam’s employees), or third party internet service provider failures or delays (other than those Internet Service Providers under contract with Webdam).

For any partial calendar quarter during which Customer subscribes to the Services, availability will be calculated based on the entire calendar quarter, not just the portion for which Customer subscribed.

2. **Remedies.** Should Webdam fail to make the Services available as set forth in Section 1 above in a calendar quarter, Customer may continue to use the Services but receive a refund for a percentage of Customer’s quarterly subscription fee according to the following schedule:

Quarterly Availability	Service Level Credit
97.5% – 99.5% Availability	10%
95% – 97.4% Availability	20%
< 95% Availability	35%

- 3. Reporting, Claims and Notices.** Customer must report potential downtime issues via email to support@webdam.com. Customer may request quarterly SLA report showing Services availability by emailing support@webdam.com. To claim a remedy under this SLA, Customer shall send Webdam a notice, via email addressed to support@webdam.com within 10 business days after the end of the effected calendar quarter.

All claims will be verified against Webdam’s system records. Should Webdam dispute any period of unavailability alleged by Customer, Webdam will provide to Customer a record of Services availability for the applicable period. Webdam will provide such records only in response to claims made by Customer in good faith.

Webdam Response Time Guarantee – Gold and Platinum Support Plans

1. Below is a table summarizing target service levels by Webdam Customer Support for initial response times.

Priority Level	Definition	Response Time
Priority 1	Webdam’s production system is down and impacts all users. There are no known workarounds. An immediate resolution is required.	2 Business Hours
Priority 2	A major feature is not working correctly and is impairing multiple users’ ability to use the system. There are no reasonable workarounds. A timely resolution is required.	8 Business Hours
Priority 3	Minor issue affecting the work of users. A reasonable work around is available. Immediate resolution is not required. Major features are operational.	2 Business Days

	Silver Support Plan	Gold Support Plan	Platinum Support Plan
Business Hours	8 AM – 5 PM PST	6 AM – 9 PM PST	24 x 7

2. Initial response is defined to be the first contact by a Customer Support Representative after the customer has logged the issue and a support ticket has been generated in Webdam’s tracking system. A status update will be communicated to the customer if the issue cannot be resolved immediately. A final follow-up with the Customer occurs on the resolution date. The SLA clock runs only during business hours as defined by the Support Plans above.

3. **Remedies.** For the Gold and Platinum Support Plans, should Supplier fail to respond as set forth in Section 1, Customer shall receive a credit equal to 10% of the monthly Support Plan fees for every additional 60 minutes of non-response. Credit shall not exceed 100% of monthly Support Plan fees in any month.

4. Reporting, Claims and Notices. To claim a remedy under this SLA, Customer shall send Webdam a notice, via email addressed to support@webdam.com within 10 business days after the end of the affected calendar month.